

AGREEMENT

between

**THE CITY OF BOSTON
and
THE MUNICIPAL POLICE
PATROLMEN'S ASSOCIATION**

(2007-2010)

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AGREEMENT

THIS AGREEMENT is made under Chapter 150E of the General Laws, by and between the City of Boston, hereinafter called the “City”, or the “Municipal Employer”, acting by and through its Mayor, and the Municipal Police Patrolmen’s Association, hereinafter called the “Association”.

WITNESSETH

WHEREAS, the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS, the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I.

Persons Covered By This Agreement

Section 1. The City recognizes the Municipal Police Patrolmen's Association as the exclusive representative for purposes of collective bargaining relative to wages, hours, and other conditions of employment for all security employees employed by the City, [including all site officers](#).

Section 2. The City and the Association agree that the following employees shall not be deemed persons covered by this Agreement:

Manager of Security - Public Facilities Commission

Assistant Manager of Security - Public Facilities Commission

Operations Manager - Public Facilities Commission

Director of Security - Real Property Department

Senior Supervisor of Security - Real Property Department

Supervisor of Security - Real Property Department

All corporals, sergeants, and lieutenants

All security officers and guards employed by the Department of Health and Hospitals of the City

All civilian employees of the Public Facilities Commission and/or Real Property Department of the City

All managerial and confidential employees of the Public Facilities Commission and/or Real Property Department of the City

All sanitary code enforcement personnel of the Commission

All other employees of the Public Facilities Commission and Real Property Department of the City.

Section 3. Employees shall be excluded from the coverage of this Agreement because of CONFLICT OF INTEREST if the duties and responsibilities of their position require them to:

(a) assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations, or

(b) be responsible on behalf of the City or a recognized subdivision thereof for the investigation, processing, or resolution of grievances under a collective bargaining Agreement, and

(c) this Agreement shall conform in all respects with the provisions of G.L. Chapter 150E, Section 3.

The City and the Association further agree that the question of standards for determining whether any present or any future position should be deemed a managerial exclusion shall be a matter for continued negotiations after the effective date of this Agreement and, if the parties are unable to agree within ninety (90) days, may be subject to the normal statutory impasse resolution procedures at the request of either party. During the pendency of any such dispute, no person covered by this Agreement on its effective date shall be excluded from such coverage except by mutual agreement.

ARTICLE 1A.

RESIDENCY

As of the effective date of this Agreement, members of the bargaining unit must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c. 9 as amended), except that after ten (10) consecutive years of active service from date of hire with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance.

ARTICLE II.

NON-DISCRIMINATION

Section 1. Non-Discrimination. The City and the Association agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, military status, sex, sexual preference, age, physical or mental handicap, parental status, marital status, union activity and membership or non-membership in the Association.

Section 2. The parties agree that the Municipal Employer will not discriminate in any way against employees on account of political activity or lack thereof.

Section 3. Affirmative Action. The City and the Association agree to apply the concept of affirmative action consistent with the terms of this agreement.

ARTICLE III.

PAYROLL DEDUCTION OF UNION DUES

In accordance with the provisions of Section 17A, Chapter 180, of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor January 17, 1951, union dues shall be deducted weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization of payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

ARTICLE IV.

PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1. Pursuant to General Laws, Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Association in bargaining collectively on questions of wages, hours, and other conditions of employment, the Collector-Treasurer of the City shall deduct from each such employee during the life of this Collective Bargaining Agreement and pay over to the Association, the exclusive bargaining agent of such employees, as an agency service fee, the amount determined by the Association to be equal to the amount required to become a member and remain a member in good standing of the Association.

Section 2. The Association agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

ARTICLE V.

MANAGEMENT RIGHTS

Section 1. The Municipal Employer reserves and retains the sole and exclusive right to manage, operate and conduct all of its Departments' operations and activities, except as otherwise specifically and expressly provided in the Agreement. The enumeration of management rights in this Article is not to be construed as a limitation of management's rights, but rather as an illustration of the nature of the rights inherent in management.

Section 2. The Municipal Employer, subject to the express and specific provisions of this Agreement, reserves and retains the exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish, create, revise and implement reasonable work rules and regulations including performance evaluations and the criteria upon which bargaining unit members shall be evaluated, which shall be used to determine promotions, demotions, layoffs, discipline and discharge; to establish positions and job descriptions and the classifications therefore; to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities to schedule work as required; to study and use, introduce and/or install new or improved methods of operations, systems, facilities and/or equipment; to determine methods, processes and procedures by which work is to be performed; and in all respects carry out the ordinary and customary functions of municipal management.

Section 3. Subcontract Clause. The Municipal Employer reserves and retains the right to contract out work or subcontract out work, except as otherwise provided in the Paid Detail Article of this Agreement.¹ The Municipal Employer agrees to notify and discuss its decision to contract out or subcontract out work two (2) weeks prior to the start of any such contracting or subcontracting out.

ARTICLE VI.

PROBATIONARY PERIOD

Section 1. All employees covered by this Agreement shall serve a one (1) year probationary period. Nothing in this Agreement shall be construed to prevent or limit the ability of the parties to this Agreement to agree in writing that an employee may serve a probationary period of any duration in lieu of discipline or as part of discipline.

Section 2. Upon completion of the probationary period, an employee shall, for the purposes of this Agreement and the rights, obligations and benefits thereunder, be deemed a permanent City employee and for no other purposes.

ARTICLE VII.

DISCIPLINE AND DISCHARGE

Section 1. An employee who has completed his/her probationary period as that term is defined in Article VI shall not be disciplined, suspended or discharged except for just cause. An employee who appeals his suspension or discharge under Civil Service law, retirement law, MCAD / EEOC, or any other statutory appeal procedure shall not have access for such grievance to the grievance/arbitration procedures of this Agreement.

In the event of group discipline arising out of the same incident, the dispute shall not be processed under said grievance/arbitration procedures unless all employees subject the group discipline so elect to proceed in this manner.

Section 2. The City agrees to apply the concept of progressive discipline in all but the most serious cases.

Section 3. All employees who have completed their probationary period pursuant to Article VI, Section 1 shall, except in the most extreme circumstances, be entitled to a hearing before the Appointing Authority or his/her designee prior to the imposition of a suspension of more than five (5) days or a discharge.

¹ The Association agrees to withdraw grievance #23-48, with prejudice, upon the insertion of this
DRAFT—This document is an attempt to integrate the parties' Memoranda of Agreement ("MOA"). To the extent this integrated document is inconsistent with the provisions of any signed MOA, the provisions of such MOA prevail.

ARTICLE VIII.

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Only matters involving the question of whether the Municipal Employer is complying with the express provisions of this Agreement shall constitute grievances under this Article. The written grievance shall include:

- A. Name(s) and position(s) of the grievant or grievants;
- B. A statement of the grievance and the facts involved;
- C. The corrective action requested.

Section 2. Grievances shall be processed in the following manner:

Step # 1. The Association Grievance Committee, not to exceed three (3) in number, with or without the aggrieved employee, shall present the grievance orally to the Director of Security or the Manager of Security or their respective designees. The parties shall attempt to resolve the grievance informally.

If they are unable to do so, the Association shall reduce the grievance to writing, within twenty (20) calendar days after the aggrieved employee or the Association had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived. The Director of Security or the Manager of Security shall answer the grievance in writing within seven (7) calendar days after the Association's submission of the written grievance to him.

Step #2. If the grievance is not settled at Step #1, it shall be presented in writing to the Appointing Authority or his designee in the Department in which the aggrieved employee serves within ten (10) calendar days after the Step #1 answer is received, or it shall be waived. The Appointing Authority or his designee shall hold a hearing within ten (10) calendar days of receipt of the grievance, with the Association's Grievance Committee, and shall answer the grievance in writing within seven (7) calendar days after the hearing has been completed.

Step #3. If the grievance is not settled at Step #2, it may be submitted to the City's Office of Labor Relations within ten (10) calendar days of the Association's receipt of the Step #2 answer, or it shall be waived. A Step #3 hearing shall be held within ten (10) calendar days of the receipt of the grievance at Step #3, with the Association's Grievance Committee. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the City's Committee to hear grievances may include such other persons as said Office may from time to time designate, and the Association's Committee may

clause.

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include its counsel. The City shall issue and answer to the grievance within ten (10) calendar days after the Step #3 hearing has been completed.

Step #4. If the grievance is not satisfactorily resolved at Step #3, the Association, and not any individual employee, may submit the matter to arbitration. Such submission must be made within thirty (30) calendar days after receipt by the Association of the Step #3 answer. "Submit to arbitration" means a letter to the Office of Labor Relations, postage prepaid, postmarked, or hand delivered with the specific time limit.

Section 3. Written submission of grievances at Step #2 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by representatives of the Association filing the grievances. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed, and dated, by the Municipal Employer's representative and the Association's representative. Where no adjustment is reached the grievance form should bear a notation that the grievance is unsettled.

Section 4. Arbitration.

(A) The procedure for arbitration shall be as follows:

(1) The arbitrator shall be selected by mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection of a single arbitrator shall be made.

(2) The decision of the arbitrator shall be final and binding on the parties. In cases where the question of arbitrability is raised, the arbitrator may decide the arbitrability of the grievance. In cases where the question of arbitrability is raised, the arbitrator (as selected in accordance with this Article) may decide the arbitrability of the grievance. When a question of arbitrability is raised, the parties may agree to bifurcate/separate the case in the interest of a speedy resolution and clarification of the issue. In such cases, the party requesting bifurcation/separation shall give the other side reasonable notice of the request. In the event that there is not mutual agreement to bifurcate/separate, the issues of arbitrability and the merits shall be heard together and the parties shall equally share the costs associated with arbitration. Either side may seek bifurcation/separation on the issue of arbitrability through an order of the arbitrator. Any order of the arbitrator under this section to bifurcate/separate shall be issued not later than seven (7) calendar days prior to the date of arbitration or the issue of arbitrability and the merits shall be heard together. If

an order to bifurcate/separate is issued, the cost of the hearing shall be borne equally by both sides unless otherwise agreed.

(3) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of preparing and presenting its own case.

(4) Any issue regarding the rules and procedures for arbitration not covered above shall be subject to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 5. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 6. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

Section 7. Expedited Arbitration.

It is understood that a grievance alleging a violation of Article VII, Section 1, may be initiated at Step #3 of the Grievance Procedure set forth above so long as the Association notifies the Appointing Authority and the Office of Labor Relations three (3) calendar days in advance of initiation at Step #3.

Section 8. Time limits referred to in this Article may be extended by mutual agreement by the parties acting at the respective Steps of the Grievance/Arbitration Procedure.

Section 9. Grievance of a General Nature. Any grievance affecting a group or class of employees may, at the option of the Association, be filed at Step #3 of the procedures set forth above, within the twenty (20) day time limit referred to in Section 2, Step #1, of this Article.

Section 10. Any grievance filed under this Article shall automatically be deemed inarbitrable if an employee files a complaint under M.G.L. c. 151B a civil service appeal or any other statutory appeal procedure based on the same occurrence or failure of occurrence of the incident on which the grievance is based.

ARTICLE IX.

NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Association agrees that neither it nor any of its Officers or agents will call, institute, authorize, participate in, sanction or ratify any such work stoppage, strike, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Association of its obligations under Section 1 and Section 2 of this Article, there shall be no liability on the part of the Association nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Association.

ARTICLE X.

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the City's Office of Labor Relations and the Association.

Section 2. The failure of the Municipal Employer or of the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions

of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Association to future performance of any such term or condition, and the obligations of the Association and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE XI.

SICK LEAVE AND PERSONAL DAYS

Section 1. Every employee covered by this Agreement who has completed six (6) months of continuous service for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness or by injury or exposure to contagious disease by the serious illness or disability arising out of or caused by pregnancy or childbirth.

Sick leave shall accrue at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of actual service not to exceed fifteen (15) working days in any calendar year provided, however, employees hired after June 3, 1986 shall accrue sick leave at the rate of one (1) day for each month of actual service, not to exceed twelve (12) working days in each calendar year, only during their first twelve (12) months of employment, and at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of actual service thereafter. Sick leave shall not be used prior to it having accrued. Actual service for purposes of the article shall include all periods of vacation leave, sick leave, personal leave, and disciplinary suspensions no greater than one (1) calendar month.

Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

Section 2. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless the employee has notified his/her immediate superior of his/her absence and the cause thereof at least one hour prior to the start of the employee's scheduled shift or as soon as practicable thereafter.

The Union agrees to support the Department's efforts to minimize or eliminate excessive or patterned absenteeism and sick leave abuse. Accordingly, for each absence for which sick leave is claimed in excess of three absences per quarter of the calendar year, the Department may require a signed statement from a physician, nurse practitioner or other health care provider, confirming the necessity for each such absence. In addition, the appointing authority may request a letter at reasonable intervals for extended absences occasioned by illness or injury.

Section 3. In the event that an employee desires to leave work early as a result of personal illness, he is required to be seen by a physician of his choice or a physician at the Boston City Hospital prior to receiving authorized sick leave.

Section 4. An employee on leave because of an occupational disability may take such of the sick leave allowance to which he/she is entitled under this Article as, when added to the amount of any disability payments (Workmen's Compensation), will result in the payment of his/her full salary for any particular workweek.

Section 5. Up to five (5) days' sick leave credit will be restored to an employee's accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and the date disability (Workmen's) Compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to the date disability was incurred.

Section 6. An annual report of sick leave shall be made available upon request.

Section 7. Annual Redemption of Sick Leave.

An employee who has used fewer than five (5) sick days in the twelve month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

Sick Days Used	Cash Redemption
0	5 days' pay
1	4 days' pay
2	3 days' pay
3	2 days' pay
4	1 days' pay
5	0 days' pay

The per diem rate will be the employee's rate on December 31 as specified in the Pay Schedule for compensation.

During January, the City will notify each qualifying employee of his/her redemption options. An employee may elect to redeem all or part of his/her entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner. Sick leave buyback shall be paid by March 31.

Section 8. It is agreed that employees who abuse the sick leave provisions of this Agreement shall not be entitled to sick leave and shall be subject to disciplinary action in accordance with the provisions of Article VI.

Section 9. Personal Days. Any employee who has completed his/her probationary period as of January 1, shall be eligible for three (3) paid personal leave days which may be taken by the employee during the following twelve (12) months. Those employees who have not completed their probationary period as of January 1 shall be entitled to one (1) personal day upon completion of six (6) months of actual service, and two (2) additional personal days upon completion of their probationary period, which may be taken during the calendar year. These personal days shall not be considered sick leave for purposes of monitoring sick leave usage or annual redemption of sick leave.

Personal leave days may be used to conduct personal business that could not be done outside of working hours. Personal days may not be accumulated, redeemed for monetary payment or carried forward to the following year. No employee shall use personal leave on the day before or after a holiday or on the day before or after vacation leave.

Except for emergency situations, an employee must obtain the prior approval of the Appointing Authority as to the timing of personal leave. Where reasonable notice is given to the Appointing Authority, approval will be granted provided the scheduling of personal leave does not adversely affect the operating needs of the Department.

Section 10. Sick Leave Committee. A Sick Leave Committee is hereby established, to consist of the Director of Security and the Manager of Security, and three (3) Association representatives to be designated by its Board of Officers. The Committee shall meet every other month to review sick leave records of employees.

Section 11. Sick Leave Buyback Committee. The City and the Association agree that an equal number of members from both parties may meet to discuss and study the concept of sick leave buyback upon retirement.

Section 12 Sick Leave Buyback at Retirement. Upon the retirement of an employee pursuant to the regulations of the State-Boston Retirement Board, the City shall redeem a percentage of the employee's accrued but unused sick leave payable to the employee. The City shall redeem no more than twenty (20 %) of the total accumulated sick leave at the employee's rate of pay at the time of retirement to a maximum of one hundred and twenty five (125) days."

ARTICLE XII.

VACATION LEAVE

Section 1. The "vacation eligibility year" shall be the twelve (12) months preceding January 1.

Section 2. Vacation leave shall be calculated as follows:

(A) An employee who starts work before July 1 shall receive one week vacation during his/her first calendar year of employment. Upon completion of six months of service and continuing thereafter, vacation shall be calculated pursuant to the schedule in Section 2(C) below.

(B) An employee who starts work after July 1, shall not receive any vacation during his/her first calendar year of employment. Thereafter and upon completion of six (6) months of service, vacation leave shall be calculated pursuant to the schedule in Section 2(C) below.

(C) For all employees not in their first calendar year of employment, vacation leave shall be calculated pursuant to the following schedule:

Length of Service as of January 1 Vacation Entitlement

In Calendar Year

Less than six (6) months.....one (1) week

More than six (6) months,
but less than four (4) years.....two (2) weeks

More than four (4) years,
but less than nine (9) years.....three (3) weeks

More than nine (9) years,
but less than fourteen (14) years.....four (4) weeks

More than fourteen (14) years.....five (5) weeks

Each vacation week shall consist of five (5) work days.

Section 3. For the purpose of determining vacation leave under Section 3 and Section 4 of this Article, all service with the Commonwealth of Massachusetts, the City of Boston, or the County of Suffolk shall be included in computing length of service.

Section 4. An employee may secure the benefits of Section 2, 3, and 6 of this Article only during active service; and no rights under said sections shall accrue to an employee in the event of the termination of his employment before the

vacation leave therein authorized has been actually taken, except as specifically provided in Sections 8 and 9 of this Article.

For the purpose of computing “actual work” under Section 2 of this Article, up to twelve (12) weeks may be counted during the vacation eligibility year for any of the following causes:

All Paid Vacation Leave:

Paid Sick Leave.....up to four (4) weeks;

Military Leave.....up to four (4) weeks.

In addition to the above, up to one (1) year of disability leave (Workers’ Compensation) may be counted as “actual work”.

Section 5. If during the vacation eligibility year (January 1 to December 31), the employment of an employee who has actually worked for the Municipal Employer for six (6) months in the aggregate since January 1 of the preceding year, and who is entitled to vacation leave under Section 2, Section 3 or Section 4 of this Article, is terminated for a reason other than death or retirement, such employee shall be paid wages representing earned but unused vacation time.

Section 6. If the employment of any employee entitled to vacation leave under Section 2, Section 3 or Section 4 of this Article is terminated by death or retirement without the employee having been granted such vacation, such employee, or in the case of death, the employee’s estate, or as provided in Section 111(I) of M.G.L. c 41, the employee’s surviving spouse or next of kin, shall be paid an amount in lieu of such vacation, provided, that no monetary or other allowance has already been paid therefore, and provided, further, if the employment is terminated by death or retirement before January 1, that the employee has actually worked for the Municipal Employer for six (6) months in the aggregate since December 31 of the preceding year.

Section 7. Immediately prior to departure on vacation leave, an employee will be permitted to be advanced vacation pay allowance up to his/her maximum vacation leave entitlement under this Article, provided that when the employee is departing on a vacation leave period which is less than his full vacation leave

entitlement, the advancement shall not exceed the vacation pay allowance for such vacation leave period.

Section 8. Vacation leave shall be taken at such time as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of his department/commission. Subject to the foregoing, vacation leave selection shall be determined by an employee's seniority only within the Department or the Commission, as set forth in the Seniority Article. Vacation leave may not be carried over from one calendar year to another without the express written authorization of the Employer.

Section 9. Each employee shall be entitled, at his option, to take not more than two (2) weeks of his vacation eligibility during the summer vacation period June 1 to September 15. Summer vacations must be picked by April 1st, and shall be posted at least 30 days prior to April 1st. Winter vacations must be picked by September 1st, and shall be posted at least 30 days prior to September 1st. The vacation time period will be from Sunday to Sunday.

Section 10. Employees may take one (1) week of their vacation period in individual day(s), provided they give at least 48 hours notice to the Department/Commission, and provided, further, they obtain the approval of the Appointing Authority for such day(s), which approval shall not be unreasonably denied, subject to the operating needs of the Appointing Authority. Employees shall not take individual vacation days on holidays.

ARTICLE XIII.

HOURS OF WORK AND OVERTIME

Section 1. Scheduled Tours of Duty or Work Shifts. Employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have the following regular starting and quitting time. Work schedules shall be posted on all bulletin boards at all times and copies shall be given to the Association.

The tours of duty (work shifts) and hours of work of the day and the two night platoons are as follows:

Tours of duty (work shifts) are number 1, 2 and 3.

The hours of the tours of duty for the security officers and guards of the Property Management Department of the City are as follows:

The hours of tour of duty #1 are from 11:45 p.m. to 7:30 a.m. (Midnight Shift).

The hours of tour of duty #2 are from 7:30 a.m. to 4 p.m. (Day Platoon).

The hours of tour of duty #3 are from 4:00 p.m. to 11:45 p.m. (Evening Shift).

The hours of the tours of duty for the patrol officers and site officers of the Department are as follows:

The hours of tour of duty #1 are from 11:00 p.m. to 7:00 a.m. (Midnight Shift).

The hours of tour of duty #2 are from 7:00 a.m. to 3:00 p.m. (Day Platoon).

The hours of tour of duty #3 are from 3:00 p.m. to 11:00 p.m. (Evening Shift).

Platoons are numbered First, Second and Third. The First Platoon is a night Platoon and works tour of duty #1. The Second Platoon is the day platoon and works tour of duty #2. The Third Platoon is a night platoon and works tour of duty #3.

In addition to the above basic tours of duty or work shifts, the Municipal Employer reserves the right to establish additional tours of duty and/or work shifts. It is understood that no new shift shall exceed eight (8) hours in duration with the exception of the day shift for security officers and guards as provided above. The Municipal Employer shall provide the Union with reasonable notice of any proposed new tours of duty or work shifts and an opportunity to discuss the reasons for the new tour/shift, the impact of the new tour/shift and an opportunity to suggest alternatives.

<u>OVERLAP CAR SHIFT OR TOUR</u>	12 Midnight to 8 a.m. 4 p.m. to 12 Midnight
<u>EDIC PARKING LOT</u>	6 p.m. to 2 a.m.
<u>HYDE PARK MUNICIPAL BUILDING</u>	6 a.m. to 2 p.m.
<u>CURTIS HALL</u>	2 p.m. to 10 p.m.
<u>26 COURT STREET</u>	7 a.m. to 3 p.m. 3 p.m. to 11 p.m.

Section 2. Work Schedules, Day-Off or Squad Schedules.

(a) All employees shall receive not less than one hundred twenty-one and one-third (121 1/3) regular days off annually, and not less than two (2) consecutive regular days off weekly, in accordance with and characteristic of the present “four and two” work schedule. Under such schedule, all employees shall receive fourteen (14) regular days off in each six-week period; within each six-week period, the work cycle for the four and two workweek shall be completed. An employee’s day off drops back one (1) day every week. Employees shall work four (4) consecutive days on and then receive two (2) consecutive days off.

(b) Excepted from the regular four and two work schedule set forth in paragraph (a) above, shall be employees assigned to the Day Platoon as follows, each of whom shall work five (5) consecutive days on, Monday through Friday, and receive two (2) consecutive regular days off, Saturday and Sunday:

- (i) Employees attending school, training or courses on assignment by the Director of Security or the Manager of Security,
- (ii) Employees assigned to an approximate twelve (12) week or longer period of training at a Police Academy,
- (iii) Employees assigned to administrative schedules as specified in Appendix A attached.

Under the five (5) day work week above-mentioned, each such employee so assigned shall be entitled to and shall receive, in addition to the two (2) consecutive regular days off weekly, seventeen and one-third (17 1/3) additional regular days off annually, so that each such employee so assigned shall receive

the same number of regular days off annually as will employees working the four and two schedule described in paragraph (a) above. These seventeen and one-third (17 1/3) additional regular days off shall be taken one (1) each three (3) weeks, on holidays, when a holiday falls during an employee's attendance at school, etc., or at Police Academy training in accordance with the provisions of subparagraphs (i) and (ii) above or otherwise in accordance with a schedule that shall be determined by the Chief of Security and the Manager of Security and the Association

(c) The City agrees that all work shifts, work week and day off or squad schedules specified in or referred to in this Article shall remain in force and effect, unless changed by mutual agreement of the parties.

(d) All employees, shall be entitled to a lunch/dinner relief, in accordance with present practice, including employees working a day tour of duty subject, however, to the needs of the Department.

Section 3. Overtime Service. All assigned, authorized or approved service outside or out of turn of an employee's regularly scheduled tour of duty (other than paying details), including service on an employee's scheduled day-off, or during his vacation, and service performed prior to the scheduled starting time for his regular tour of duty, and service performed subsequent to the scheduled time for conclusion of his regular tour of duty, and including court-time, shall be deemed overtime service subject to the following rules:

A. If duty requires an employee to work beyond the normal quitting time of his scheduled tour of duty:

(1) The first fifteen (15) minutes of such service shall not be deemed overtime service. The City agrees that this provision shall not be used as a basis of discrimination against or punishment of individual employees.

(2) If an employee works more than fifteen (15) minutes but thirty (30) minutes or less of such service, he shall be deemed to have performed one-half hour of overtime service.

(3) If an employee works more than thirty (30) minutes of such service, he shall be deemed to have performed overtime service for all such time, rounded off and paid for to the next quarter hour.

B. If an employee who has left his place of employment or last duty assignment after having completed work on his regular tour of duty is called back to work, or if an employee is so recalled on a scheduled day off or during his vacation, he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime pay therefor. It is understood that the four (4) hour guaranty does not apply when an employee is called in early to work prior to the normal starting time of his scheduled tour of duty, in which event such employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour.

C. Overtime service shall not include:

(1) an out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Department and the employee;

(2) swapped tour(s) of duty between individual employees by their mutual agreement, on reasonable notice and subject to the approval of the Director of Security or the Manager of Security, which approval shall not unreasonably be denied;

(3) a change in the schedule of an employee who is shifted from one platoon to another platoon or from one tour to another tour for a period of fourteen (14) or more consecutive calendar days, or for a period of less than fourteen (14) consecutive calendar days if for the purpose of in-service training or courses.

D. The scheduled tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article.

Section 4. Scheduling of Overtime. In emergencies or as the needs of service require, employees may be required to perform overtime work. Employees shall

be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday, shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. The Department will seek to avoid assigning overtime (as contrasted with voluntary overtime) to employees working with night platoons who are required to attend court, etc. before or after their tours of duty or on days off, so that such employees may be afforded every opportunity for required rest or to attend to their personal business before and after working hours or on a day off.

Section 5. Method of Compensation for Overtime Service.

A. An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation, time and one-half his straight-time hourly rate of pay for each hour or fraction thereof of overtime service. The straight-time hourly rate shall be computed as one-fortieth of an employee's regular weekly compensation.

B. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service.

C. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed.

D. An employee who is not scheduled to work on a holiday but who is called in to work on such holiday shall receive double his straight-time hourly rate for each hour of such service in lieu of the time and one-half rate specified in

paragraph A of this Section (but not in lieu of holiday pay). An employee who is called in for overtime (court-time) service during his vacation shall receive, in addition to the overtime compensation otherwise provided under paragraph A of this Section, a compensatory day off for each such day of vacation on which he performs overtime (court-time) service.

ARTICLE XIV

COURT TIME

Section 1. Definition. Employees who are not scheduled to work and who, in the performance of their duties with the Municipal Employer, attend as witnesses, or in any other capacity, on behalf of the City, the Commonwealth or the Federal Government in a: criminal or other case pending in any district, superior, juvenile or federal district court; before any grand jury proceedings or any related conferences or meetings, shall be entitled to overtime compensation for every hour or fraction thereof during which they were in such attendance.

Section 2. Compensation. Any such employee shall be paid time and one-half his straight-time hourly rate of pay for any such attendance or appearance, but in no event less than four (4) hours such pay, on an overtime service basis; provided, however, that if any such occasion occurs on a holiday which falls on an employee's day off or during his vacation, the employee shall receive the additional pay due him under the holiday and vacation provision of this Agreement.

ARTICLE XV.

COMPENSATION

Section 1. [Salary Schedule.](#)

Increase contractual base wages as follows:

Effective the FPP in July of 2007, provide a 2.5 % base wage increase;
Effective the FPP in July of 2008, provide a 3 % base wage increase;
Effective the FPP in July of 2009, provide a 2.5 % base wage increase;

Effective the FPP in January 2008 all bargaining unit employees will receive a one (1) time lump sum increase in the amount of one hundred and fifty dollars (\$ 150.00) to their annual base wage.

Section 2. Weekend Differential. An employee who is regularly scheduled to work between the hours of 11 p.m. Friday to 7 a.m. Monday shall be paid a weekend differential of \$1.00 per hour for each hour of regularly scheduled work during such period, and this in addition to his regular weekly salary. Weekend differential shall not be included in base pay for the purpose of computing overtime but shall be so included for the purpose of determining vacation pay, sick leave, workers compensation leave and holiday pay, and shall be considered as regular compensation for pension/retirement purposes.

Section 3. Night Shift Differential.

Whenever in the course of his/her regular service an employee works a night shift (Evening, Midnight), or a shift whose hours commence on or after 2 P.M. and prior to 6 A.M., he/she shall be paid a night shift differential of \$1.00 per hour for all hours which occur between 3 P.M. and 8 A.M.. Night shift differential shall be in addition to an employee's regular weekly salary, shall not be included in base pay for the purpose of computing overtime or court-time, but shall be so included for the purpose of determining vacation pay, sick leave, workers compensation leave and holiday pay, and shall be considered as regular compensation for pension/retirement purposes.

Section 5. [Real Property Department] Property Management Department Day Shift.

Each unit member employed by the Property Management Department and assigned to a day shift or tour shall receive, in addition to his regular weekly salary specialist compensation in the amount(s) set forth herein which shall be paid weekly, and shall be equivalent to one (1) divided by sixteen (16) times said weekly salary (1/16 x \$). Such compensation shall be included in such employee's regular weekly pay for the purposes of computing sick pay, workers

compensation pay, holiday pay, and vacation pay, and shall be considered regular compensation for pension/retirement purposes.

(a) *Effective upon execution of this Agreement:*

<i>Step 1</i> <u><i>Entry</i></u>	<i>Step 2</i> <i>6 Months of</i> <u><i>Service</i></u>	<i>Step 3</i> <i>18 Months of</i> <u><i>Service</i></u>
\$19.35	\$21.90	\$23.20
<i>Step 4</i> <i>30 Months of</i> <u><i>Service</i></u>	<i>Step 5</i> <i>42 Months of</i> <u><i>Service</i></u>	<i>Step 6</i> <i>54 Months of</i> <u><i>Service</i></u>
\$24.54	\$25.99	\$26.51

(b) *Effective January 4, 1989:*

<i>Step 1</i> <u><i>Entry</i></u>	<i>Step 2</i> <i>6 Months of</i> <u><i>Service</i></u>	<i>Step 3</i> <i>18 Months of</i> <u><i>Service</i></u>
\$19.35	\$21.90	\$23.20
<i>Step 4</i> <i>30 Months of</i> <u><i>Service</i></u>	<i>Step 5</i> <i>42 Months of</i> <u><i>Service</i></u>	<i>Step 6</i> <i>54 Months of</i> <u><i>Service</i></u>
\$24.54	\$25.99	\$27.03

(c) *Effective July 5, 1989:*

<i>Step 1</i> <u><i>Entry</i></u>	<i>Step 2</i> <i>6 Months of</i> <u><i>Service</i></u>	<i>Step 3</i> <i>18 Months of</i> <u><i>Service</i></u>
\$20.61	\$23.32	\$24.71
<i>Step 4</i> <i>30 Months of</i> <u><i>Service</i></u>	<i>Step 5</i> <i>42 Months of</i> <u><i>Service</i></u>	<i>Step 6</i> <i>54 Months of</i> <u><i>Service</i></u>
\$26.14	\$27.68	\$28.79

Section 6. Dental / Vision Benefit. The City will continue the current dental/optical insurance through the Massachusetts Public Employees Fund available to the members of the bargaining unit, paid in full by the employer. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such

plan, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to Article VIII (Grievance Procedure) of the collective bargaining agreement.

Section 7. Bi-weekly Compensation / Direct Deposit. All members of the bargaining unit shall be required to receive his or her bi-weekly compensation via direct deposit, if such arrangement has not already been made. The City will provide at least 30 calendar days notice to the Union prior the change from paying employees weekly to paying employees bi-weekly”.

ARTICLE XVI.

HOLIDAYS

Section 1. The following days shall be considered holidays for the purposes enumerated below:

New Year’s Day	Independence Day
Martin Luther King Day	Labor Day
Washington’s Birthday	Columbus Day
Patriot’s Day	Veterans’ Day
Memorial Day	Thanksgiving Day
Bunker Hill Day	Christmas Day
Evacuation Day	

For the purposes of this Article, the “holiday” is the twenty-four (24) hour period commencing at 7 a.m. or 7:30 a.m. of each day listed in this Section.

Section 2. When any of the aforementioned holidays falls on an employee’s scheduled workday or on an employee’s scheduled day off or during his vacation or during any period of other compensable leave under this Agreement, he shall receive for each such holiday, in addition to his regular weekly compensation, an additional day’s pay, computed as one-fifth of his regular weekly compensation.

Holiday pay shall be considered as regular compensation for pension/retirement purposes. All employees who are scheduled to work the day before and/or after a holiday must actually work the day before and/or after the holiday in order to receive holiday pay.

ARTICLE XVII.

PAYING DETAILS

Section 1. Distribution. All paying police details shall be distributed to employees within the Department on a fair and equitable basis, as to number of details, hours, compensation and type thereof, and shall be posted and averaged on a continuing three months basis.

All assignments to paid details shall be made by a superior officer and/or unit member assigned by the Director of Security or Manager of Security, who shall be responsible to said Director of Security or Manager of Security for the fair and equitable distribution, within said Department of such details.

Section 2. Detail Rates. Effective the first pay period after the execution of this Agreement by the Mayor of Boston (August 2, 2004), increase the paid detail rate to \$ 29.00 per hour. The MPPA by action of its Board of Officers shall have the option to increase the detail rate on June 30, 2006 by an amount not to exceed \$ 1.00 by delivering written notice to such effect to the Department at least two weeks in advance of June 30, 2006. MPPA officers performing details for an outside entity shall be paid at the rate of the outside entity.

Section 3. Detail Procedure Committee. A Detail Procedure Committee, consisting of the Manager of Security and the Director of Security and the Board of Officers of the Association, shall meet on an ongoing monthly basis to establish procedures governing the fair and equitable distribution of details, as provided in Section 1 of this Article, provided, however, the failure of agreement on such procedures shall not affect, in any manner or way, the requirement that all details shall be distributed to employees, within said Department, on a fair and equitable basis, and shall be posted and averaged as provided in Section 1.

Section 4. Only in the event insufficient employees are available for or desirous of working paying details shall such details be offered to other police agencies of the City of Boston. In no event shall any work jurisdiction relating to paying details or paying detail opportunities of employees be assigned to, or performed by, or contracted out to private security agencies.

Section 5. Paying details shall be voluntary.

Section 6. An employee's claim that he has not received his fair share of details pursuant to the provisions of this Article, shall constitute a grievance under this Agreement. The Association's claim that paying details are not being distributed fairly and equitably shall similarly constitute a grievance under this Agreement.

Section 7. The Department will make best efforts to pay officers detail money owed within thirty (30) days from the pay period in which such details were worked.

ARTICLE XVIII

UNIFORMS AND EQUIPMENT

Section 1. Uniforms/Clothing. Each employee shall receive an annual uniform/clothing allowance of **Six Hundred (\$600.00) Dollars**, in two (2) equal cash installments of **\$ 300.00** each, the first such installment to be paid to each employee prior to the second payday in July of each year, and the second such installment to be paid to each employee prior to the second pay day in December of each year.

During an employee's probationary period the Department shall provide probationary employees with uniforms according to the current practice. An employee after completing his/her probationary period shall be entitled to the cash uniform allowance referred to above.

Effective upon execution of this Agreement, all employees who retire, resign or are terminated within their first (1st) year of employment with the City shall return all Department issued uniforms.

Employees agree to comply with Department regulations on proper dress and the Association will cooperate in effecting such compliance.

Section 2. Equipment. The City shall, at its expense, furnish employees covered by this Agreement with and replace equipment as needed, as determined by the operating needs of the City.

Section 3. All employees, upon retirement, resignation or termination of their employment with the Department shall return all equipment which has been issued to them and which they were using on a daily basis in the performance of duty at the time of their retirement, resignation or termination of employment.

ARTICLE XIX.

OTHER LEAVES OF ABSENCE

Section 1. Subject to the operating needs of the Department, determined by the Appointing Authority, leave of absence without loss of pay will be permitted for the following reasons:

(A) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31 of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under armed forces of the United States in time of war or insurrection;

(B) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor;

(C) Attendance by employees, who are delegates or alternates, at the annual convention of the Massachusetts State Labor Council, the American Federation of State, County, and Municipal Employees, AFL-CIO, or Council #93;

(D) Prophylactic inoculation required by the Municipal Employer;

(E) Red Cross blood donations, if made on the premises of the department in which an employee requesting such leave serves;

(F) Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the City;

(G) Medical examinations for retirement purposes;

(H) Attendance at hearings in Workers' compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Municipal Employer;

(I) Voting time up to a maximum of two (2) hours for voting in a state, municipal, or other election, provided that the hour of opening and closing the polls in the city or town in which an employee is registered to vote would preclude him from voting outside regular working hours, taking into consideration travel time from the polls to his regular place of employment, or vice-versa;

(J) Emergency medical treatment for employee injured during the performance of assigned work. Employees who have returned to regular duty or light duty after having been injured during the performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off duty hours;

(K) Attendance in court when required (by a subpoena) to testify as a witness in a criminal case where the employee is to testify on matters which occurred during the course of employment or for the purpose of filing a complaint against a person for action which took place during the course of employment.

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

Section 3. Jury Duty. Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence, without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefor, the City will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment to him of his/her salary for any particular workweek.

Section 4. Bereavement Leave.

*In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child, brother-in-law, sister-in-law or member of the employee's immediate household (for a period of six (6) months or more) an employee who has completed six months of continuous actual service and who is in active service at the time of such death, shall be entitled to receive **five (5)** working days' leave without loss of pay for the purpose of bereavement.*

*In the event of the death of a grandparent or grandchild, such employee shall be entitled to receive **three (3)** working days' leave without loss of pay for the purpose of bereavement.*

*In the event of the death of a niece, nephew, aunt or uncle, such employee shall be entitled to receive **one (1)** working day's leave without loss of pay for the purpose of bereavement.*

An employee with less than six (6) months of service shall be entitled to this time off without pay for the purpose of bereavement.

If an employee requires additional leave for bereavement purposes, leave for such purposes shall be deducted from sick leave allowance, if any.

If sick leave is used for any bereavement purposes described in this Section, it shall not be considered as sick leave for City purposes of monitoring sick leave usage.

Section 5. Pregnancy-Maternity Leave. Whenever a female employee shall become pregnant, she shall furnish the Appointing Authority with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. Maternity leave without pay shall be granted, commencing with cessation of actual work under the preceding sentence, for a period not to exceed one (1) year after date of delivery.

Section 6. Parental Leave. Subject to the operating needs of a department, an employee shall be granted one (1) week unpaid parental leave in order to attend the birth, adoption, or care of a new child in the employee's immediate

household. At the discretion of the supervisor or manager, an employee may be granted an additional one (1) week unpaid leave. The employee may choose to use any accumulated vacation, sick leave, and/or other leave days for parental leave purposes. If sick leave is used, it shall not be considered as sick leave for the purpose of monitoring sick leave usage.

Section 7. Medical leave. Subject to the operation needs of the Department, an employee shall be granted a maximum of one (1) year for unpaid medical leave upon the submission of medical substantiation deemed adequate by the Supervisor of Personnel. All requests for medical leave must be approved by the Supervisor of Personnel. The employee, upon his/her return to service, shall be placed in the same position he/she left (if available) or a similar position of equal classification.

ARTICLE XX.

SAFETY AND HEALTH

Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulation. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior and shall be a subject of grievance hereunder.

ARTICLE XXI.

SENIORITY

Section 1. Definition. For the purposes of this Agreement, "seniority" shall be defined as the date of entry or first employment to the position of site officer or patrol officer in the Department provided that service prior to an authorized medical leave of absence not exceeding three (3) months or prior to a layoff shall be counted. Such time shall not be tacked in the event an employee leaves the employment of said Department in a unit position and takes employment in said commission in a unit position or vice-versa.

ARTICLE XXII.

LAYOFF AND RECALL

Section 1. The City and the Association agree that if the City, in its discretion, decides to lay off employees covered by this Agreement, the following procedure shall apply.

Section 2. Definitions.

A. For the purposes of this Article, lay off shall be defined as an Employer-initiated separation of an employee from service because of lack of work, shortage of funds, curtailment of services, or any other reason except for voluntary separation, separation due to retirement, or separation constituting discipline or discharge under Article VII.

Section 3. The Department shall, in the event of layoffs, lay off the least senior employee in the job title within the Department. The City and the Association agree to meet and develop acceptable bumping procedures. For the purposes of this Section, the layoff of an employee in the Department shall be determined solely by seniority within the bargaining unit members of said Department.

Section 4. An employee who is laid off or who bumps down, may exercise the following recall rights within the agency he was laid off from:

A. He shall be entitled to notice, by first class mail or actual notice, of vacancies in his job classifications in his agency and prior to filling said vacancies with any other person, the agency shall offer the positions to qualified responding employees according to seniority.

B. Only an employee who has notified his agency in writing of his interest in recall prior to his layoff or bumping down, and who had included a mailing address, shall be entitled to notice of vacancies. The Association shall be notified of vacancies, by mail, when the employee is notified. To be eligible for recall an employee must respond affirmatively to his agency within fourteen (14) calendar days of the postmarked date of notice or date of actual notice. These recall rights shall run for two (2) years from the date of layoff.

Section 5. Any laid-off employee who is subsequently hired, recalled or re-employed shall be credited with his prior service for purposes of determining his salary upon reentry under the Compensation Article of this Agreement.

ARTICLE XXIII.

EMPLOYEE FILES

Section 1. No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material. The employee shall acknowledge that he / she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its content, but merely signifies that the employee has read the material to be filed. The employee shall have the right to answer any material to be filed and his/her answer shall be attached to the file copy.

Section 2. Any employee shall have the right, on request at reasonable time, to examine all material in his personnel file and to make a copy thereof.

ARTICLE XXIV.

EMPLOYER PROVISION OF INFORMATION

Section 1. The City shall provide the Association with the following information for unit employees: (a) every two months, a list of all employees new to the unit, date of employment, classification, and department, (b) every six months a list of all employees who have been terminated or who have left the employ of the City for any reason, and (c) a list of employees in the Department by title listed within each title in order of seniority as defined in this Agreement. Such lists shall be updated every year.

ARTICLE XXV.

EMPLOYEE RIGHTS

Section 1. The members of the Association's Bargaining Committee, not to exceed five (5) (exclusive of counsel for the Association), shall be granted leave of absence without loss of pay or benefits for all meetings between the City and the Association for the purpose of negotiating the terms of a contract or supplements thereto. Association officers, shift representatives and Bargaining Committee members, not to exceed three (3) in any instance, shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances or incidents which could lead to grievances, with the employee or others involved, and to attend all "committee" meetings with the City as provided in this Agreement, and may enter any premises of the Department at any reasonable time for such purposes provided they give notice of their presence upon arrival to the person in charge.

Section 2. Association officers and shift representatives shall be permitted to discuss official Association business with employees prior to on-duty roll call or following conclusion of a tour of duty or work shift.

Section 3. The Association shall provide the City and keep updated a list of its officers and Bargaining/Grievance Committee members, and of all of its shift representatives.

ARTICLE XXVI

PERFORMANCE EVALUATIONS

Section 1. The Department and the Union agree to create a performance evaluation committee that will seek a means to impartially evaluate job performance. There will be an initial meeting of the committee within sixty (60) days after execution of the contract. The committee shall be comprised of three (3) representatives of the Department and three (3) Union representatives and will meet quarterly or as determined by the committee. The performance evaluation system shall be implemented no later than one (1) year from the initial committee meeting. Performance evaluations may be used for any purpose except that they shall not constitute discipline. At the conclusion of the one (1) year period, should the parties be unable to agree to a system of evaluation, either

party may move the matter to expedited arbitration for the sole purpose of determining whether the Department's proposed system is fair and reasonable.

ARTICLE XXVII

SUBSTANCE ABUSE

Section 1. After the probationary period, all employees covered by this Agreement shall be subject to the provisions of Rule 111, Substance Abuse Policy, S.O. # 98-46, issued December 17, 1998, of the Boston Police Department (annual hair testing).

ARTICLE XXVIII.

MISCELLANEOUS

Section 1. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the City, or the Department.

Section 2. The Department will provide reasonable space for the Association's bulletin boards at City Hall, Municipal Police Headquarters and BHA Headquarters. The Association's use of such boards shall be restricted to the posting of notices regarding business affairs, meetings and social events of the MPPA. The bulletin boards shall be encased in glass and locked. Only the President and Secretary will have access to said boards and both will be held accountable for all materials placed on said bulletin boards.

Section 3. Should any provision of this Agreement or of any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 4. Retirement Plan. The present State-Boston Retirement Plan applicable to employees shall continue in force and effect.

Section 5. Insurance. The City's contribution to all group hospitalization insurance premiums shall be as follows:

1. Effective January 1, 2008 the City shall cease to offer Master Medical to bargaining unit members. On January 1, 2008 the City shall offer the indemnity PPO known as Blue Care Elect Preferred, or equivalent coverage. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.

2. Effective First Pay Period January 2008 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.

3. Effective First Pay Period January 2008 the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employee's rate of contribution for all approved and authorized point of service products shall be 17.5%.

4. Effective First Pay Period January 2009 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.

5. Effective First Pay Period January 2009 the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.

6. Adoption of M.G.L. Chapter 32B § 18.

- i. The Union agrees to support legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.
- ii. In the event the legislature takes no action on the above-mentioned matter by June 30, 2008, the Union will support the adoption of Section 18, in its current form, by the Boston City Council.
- iii. Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current members upon their retirement. The Union agrees that it will not require the City to bargain such impacts as part of a subsequent successor bargaining agreement even if the parties are already in negotiations for a successor bargaining agreement

Add new Section 5A entitled, “Health Insurance Opt-Out”.

Effective July 1, 2008, bargaining unit members declining the City’s health insurance benefit shall be eligible for a continuing annual opt-out insurance benefit pursuant to the City’s health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) annually for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) annually for opting-out of a family plan under the above-mentioned policy.

Eligibility:

To participate, employees must have been enrolled or be currently enrolled in medical coverage through the City of Boston for a year and have dropped the coverage; Employees are eligible for the payment if they have coverage under another plan. Other plans include:

- a. Your spouse’s / partner’s plan (as long as he or she is covered by someone other than the City of Boston, the Boston Wager & Sewer Commission, or the Boston Public Health Commission;
- b. A private plan;
- c. A plan offered through a second employer (if you have another job that provides health care benefits); or
- d. A retiree health plan from an employer other than one of the City of Boston groups.

Employees must remain eligible for health insurance to participate in the Health Insurance Opt-out program. Employees seeking to receive the family plan Opt-out payment must provide proof of their eligibility for family coverage at the time such employees seek to participate in the Opt-out program and annually thereafter. Employees who are no longer eligible for family plan coverage will be eligible for the individual plan Opt-out benefit.

Section 6. Effective May 1, 1986, mileage allowance shall be \$.20 cents per mile.

Section 7. Drug Testing. During the probationary period, an employee covered by this Agreement may be subject to urinalysis testing to detect illegal drug use. Any such employee who fails to appear for such test when directed to or whose urine contains any illegal drug shall be terminated.

Section 8. Physical Standards. Members of the bargaining unit first employed by the Municipal Employer subsequent to June 3, 1986 shall abide by and be subject to the physical standards established by the Department of Personnel Administration in Personnel Memorandum, 80-4, known as “Physical Standards for Public Safety Officers”, as same may be amended.

Section 8A. Light Duty. The parties recognize that the Department and its employees may benefit from a light duty assignment. An employee absent from duty due to a work-related injury may return to work under the conditions contained herein. The parties also understand and agree that, except as specifically provided herein, this provision does not alter or abrogate the existing requirements, obligations and conditions precedent to receiving injury benefits.

A. An employee incapacitated because of a work-related injury shall be deemed fit to return to full or light duty subject to the provisions of this Section. Once an independent medical examiner (“IME”) and/or the employee’s primary care physician determine(s) that the employee’s incapacity no longer exists or that the employee is fit for full or light duty, the employee must return to work.

B. The employee shall develop and provide to the employee’s primary care physician(s) and/or an IME, if necessary, the physical requirements of light duty tasks specified under this Section, and the employee’s primary care physician(s) shall be asked to make his/her determination of the fitness of the employee to perform the specified physical requirements of light duty tasks. The primary care physician(s)’ report shall adequately specify in writing the reason(s) for primary care physician(s)’ decision and conclusion.

C. An employee who fails or refuses to report for full or light duty shall be absent without official leave.

D. The IME’s determinations shall be binding on both sides. There shall be no grievance of a discontinuation of injured leave benefits under this Section except to challenge whether or not the employer adhered to the procedural requirements of this Section. In particular, the arbitrator will not have

any authority to override or otherwise alter or detract from the purpose of this Section or challenge the determination of the IME.

E. Light duty shall not interfere with ongoing medical treatment. Employees on light duty may receive medical release time for such medical treatment as established by the employee's primary care physician(s) during assigned duty hours subject to the operating needs and concerns of the Department. Medical release time shall not be considered as hours worked for purpose of computing overtime under Article XIII.

F. It is understood that assignment to light duty pursuant to this Section is temporary in nature. Light duty assignments shall be subject to review by the Deputy Director or his/her designee. The Department expressly retains and reserves its rights relative to involuntary disability retirement under the law. Nothing herein shall limit the Department's statutory rights. An employee's filing for voluntary disability retirement shall not prevent the Department from requiring the employee to perform light duty, if applicable.

G. Light duty assignments shall include, but not be limited to, clerical administrative duties, such as filing, operating the computer to conduct CORI and SORI inquiries, answering phones, data input, assisting at the front desk at Hancock Street/Police Headquarters and/or similar police-related duties. The regular workweek for officers on light duty shall be consistent with the Department's existing administrative schedule (Article XIII, Section 2(b)), unless otherwise limited by the employee's medical restrictions. Further, where possible and practical, the Department shall assign an officer on light duty to the same shift (day or night) that he/she held at the time of his/her incapacity.

Section 8b. Notification Requirements for Employees Receiving Worker's Compensation Benefits Any employee injured at work must immediately, or as soon as physically capable, notify in writing on City-approved forms both the worker's compensation service and his/her department head of the date, time, location and nature of the injury. A Department's personnel officer or designee shall endeavor to contact the employee at his or her last known address (using the

letter attached as Appendix I) upon receipt of notice from the City's Worker's Compensation Division that the employee's benefits have been terminated. However, the employee shall bear the responsibility for notifying both the worker's compensation service and the employee's department head of all developments in the employee's worker's compensation case. In particular, the employee must notify the department head when the employee appeals any rulings of the City's Worker's Compensation Division or of the Commonwealth of Massachusetts Division of Industrial Accidents, or related entities.

Also, the employee must immediately notify his/her department head in writing when he/she has been cleared for return to work regarding his/her intent to return to work or request applicable leave. Any employee who fails to notify his/her department head of his/her ability to return to work after being medically cleared to do so through the Worker's Compensation process shall be subject to discipline or discharge. Any employee who fails to notify his/her department head accordingly and within fourteen (14) days of receiving medical clearance to return to work may be considered to have voluntarily separated from service. Such separation shall only be a subject of the grievance and arbitration article hereunder through Step 3 and shall not be subject to arbitration.

All employees returning to work from work related injuries may be ordered to submit to a medical examination.

Section 9. Training. Any job related training shall be posted in a conspicuous area in both the Boston Municipal Police Department and the Boston Housing Authority Police Department if the BHA allows said posting and so long as Municipal Police officers are detailed to the BHA, for no less than ten calendar days, or as long as practicable. All interested parties may submit requests to attend training. Such requests will be considered by the Department. This provision shall not be the subject of the grievance and arbitration process.

Section 9A. The MPPA agrees that the lawsuit filed on behalf of Christopher Adams seeking Quinn Bill eligibility shall be withdrawn without prejudice and that no such lawsuits seeking Quinn Bill eligibility shall be filed by or on behalf

of MPPA members before January 1, 2005. The MPPA shall withdraw with prejudice grievances numbered 23-179 and 23-183.

Section 10. Sick Leave Bank Committee. There shall be established for all members of the City bargaining unit an extended sick leave bank which shall be administered by the office of Human Resources, established and utilized according to the following procedures:

A. To be eligible for membership an employee must have completed his/her initial probationary period (one year) and must have voluntarily donated one (1) sick day per year to the extended sick leave bank during the enrollment period. An employee may donate up to three (3) days per year to the extended sick leave bank during the enrollment period, but in any event must donate no less than one (1) day per year to be enrolled. In lieu of any cash redemption upon retirement from the City, an employee may elect to donate his/her percentage redemption to the extended sick leave bank. These donated days shall be deducted from accumulated sick leave but shall not be considered sick leave for the purposes of monitoring sick leave usage or annual redemption of sick leave. The balance in the bank shall be the total number of sick leave days donated less the number of days granted by this committee.

B. Enrollment in the extended sick leave bank will be open from January 1 to January 31 of each year. The Office of Human Resources will distribute the information and authorization forms to employees at least (30) days prior to the enrollment period.

C. The Sick Leave Bank Committee will be responsible for the review of sick leave compensation time to be withdrawn from the extended sick leave bank. The committee will be comprised of three (3) representatives appointed by the City and (3) representatives appointed by the Union. Members of the committee shall be granted reasonable paid time off pursuant to Article 15A. Providing that the balance in the bank is sufficient, the committee shall have the authority to grant up to thirty (30) days of sick leave to an employee per calendar year (Jan. 1 to Dec. 31) and shall make a determination on each application for additional sick leave within ten (10) working days of receipt of documentation required by the committee. The Committee may extend for an additional thirty (30) day period the grant for additional leave, and in no event shall such leave exceed sixty (60) days in total. Decisions of the committee with respect to eligibility and entitlement shall be final, and shall not be the subject of grievance or arbitration. In the event that there is a tie vote on any application, the request for use of time shall be granted.

D. Application for leave to be withdrawn from the extended sick leave bank must be submitted in writing to the committee administrator along with a signed statement from the employee's doctor which fulfills the criteria in E(3) below. If

the committee has denied an application for leave, the employee may request, in writing, that the application be reconsidered at a meeting of the committee at which the employee is present. The Office of Human Resources shall number each application for leave and shall take other steps to remove any reference to the employee's name from the medial reports or documentation. The committee, through the Office of Human Resources, may request additional medical information from the employee's department which may be relevant to the committee's deliberations. The Office of Human Resources and the committee shall at all times safeguard and shall not unnecessarily disclose or discuss confidential medical information concerning employees who have applied for sick leave from the bank. The Office of Human Resources shall make periodic status reports on the fund balance as needed by the Committee.

E. The following criteria shall be used by the committee in awarding sick time from the bank:

- 1) The employee is eligible by virtue of meeting the criteria in paragraph A above;
- 2) The employee has exhausted all accumulated sick leave and other paid leave (such as vacation leave, personal leave and compensatory time);
- 3) The application is accompanied by adequate medical evidence of a serious illness or injury which prevents the employee's immediate return to work;
- 4) The employee shall submit to the committee a fully completed Certification of Health Care Provider.

The committee may require additional medical information or documentation prior to making a decision on any application. Sick leave which is granted but unused shall revert into the extended sick leave bank upon an employee's return to work or death. No employee who is granted sick time shall be allowed to redeem any unused portion pursuant to section 8 of this Article.

Section 11. Special Officers License Fee. The City agrees to waive the special officers' fee in accordance with Section 2 of Rule 400A.

Section 12. Political Education Fund. Upon the demand of the Union and with forty-five (45) days notice in writing to the Department, the City of Boston shall deduct from the salary of each participating employee covered by the terms of this agreement three dollars (\$ 3) per month for a political education fund fee and transmit the amount to the Union on a monthly basis.

It is understood that said political education fund fee will be processed as a separate deduction from the employee's salary and is an entirely voluntary [sic]. The Union will bear sole responsibility for annually notifying the City of participating members. The City will outline the structure and format of how this information will be communicated to it.

With the exception of new hires, participation or withdrawal from the political education fund shall be restricted to the above-noted notification procedure. Specifically, if the Union notifies the City that an employee intends to participate, that employee will be required to participate for a minimum of one year and may not withdraw until the following annual notification period.

Section 13. GPS Technology. To improve the Department's deployment and supervision of personnel, to decrease incident/ service response times, to protect its property and increase employee safety, the City intends to install GPS or other similar technology on its equipment and vehicles. By making this proposal, the City offers to bargain about the impacts, if any, resulting from its decision to implement such technology. The City shall also provide the Union with written notice thirty (30) calendar days prior to such installation. In its written notice to the Union, the City shall identify the types of equipment and types of vehicles within which it intends to install GPS technology".

ARTICLE XXIX.

DURATION OF AGREEMENT

Section 1. Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and remain in effect until June 30, 2010.

On or after November 1, 2009, the Association or the City may notify the other of its desire to open negotiations for a successor contract and the parties shall proceed to bargain collectively with respect thereto. Notification under this Section shall be accomplished by the Association's delivery of a copy of its proposals to the Mayor, and two (2) additional copies to the Office of Labor Relations.

Section 2. If a successor Agreement has not been executed prior to June 30, 2010, this Agreement shall continue in force and effect during negotiations for such successor Agreement.

In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on the 2nd day of April, 2008.

CITY OF BOSTON

MUNICIPAL POLICE PATROLMEN'S
ASSOCIATION

APPENDIX I

By First-Class Mail

DATE

EMPLOYEE'S NAME
LAST KNOWN ADDRESS
LKA

Re: Return to Work Order

Dear NAME:

Since DATE, you have been absent from your position as a POSITION in the DEPARTMENT, under claim of an on-the-job injury. However, on DATE, you were notified that your worker's compensation benefits were being terminated as of DATE. Accordingly, you are hereby ordered to report to work no later than DATE.

This letter is being sent by the personnel division of the DEPARTMENT and is not related to any communications that you or your attorney may be engaged in with the City's Worker's Compensation Division.

Therefore, if you do not return to work on DATE, then it is your responsibility to complete ALL of the following steps:

- ***Contact your Departmental Personnel Officer and discuss your status (i.e., whether you plan to appeal the termination of your workers comp. Benefits, etc.) with him or her; AND***
- ***Make a proper written request for a medical or other leave of absence; AND***
- ***Produce sufficient documentation for your continued absence.***

If you do not complete all of the above steps within fourteen (14) days after receiving this letter, then the Department may consider you to have voluntarily separated yourself from employment.

Again, if you do not notify your Department that you intend to appeal the termination of your worker's compensation benefits and you do not intend to request a medical or other leave of absence, then you must report to work on DATE. Failure to do so shall constitute an unauthorized absence and shall be grounds for discipline, up to and including termination. Also, continued failure to report to work may increase the discipline that you may receive for your unauthorized leave.

Please contact me at (617) 635-XXXX should you have any further questions.

Sincerely,
DEPT. PERSONNEL OFFICER

cc: Union Representative
Employee's Supervisor
Personnel File

SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BOSTON,
THE MUNICIPAL POLICE PATROLMEN’S ASSOCIATION
(re: “SPECIALTY/EDUCATIONAL PAY INCENTIVE”)

This Side Letter Agreement is made under Chapter 150E of the General Laws, by and between the City of Boston (“the City”) and the Municipal Police Patrolmen’s Association (“MPPA”) (collectively “the Parties”),

The Parties hereby agree as follows:

1. While the Specialty/Educational Pay Incentive shall be eliminated from the collective bargaining agreement, the program shall remain in effect through four (4) years from the date of execution of this Side Letter of Agreement.
2. No employee hired after the date of execution of this Side Letter of Agreement shall be eligible for the Specialty/Educational Pay Incentive benefit.
3. For those employees hired before the date of execution of this Side Letter, the following shall apply: the benefit shall continue for those employees presently receiving it and for those who qualify for the benefit or an additional level of the benefit prior to its elimination four (4) years from the execution of this Side Letter of Agreement. The following (a) and (b) are examples for clarification:
 - a. If an employee has an associate’s degree in criminal justice and completes the requirements for a bachelor’s degree in criminal justice prior to the elimination of this benefit, they shall receive the level commensurate with the bachelor’s degree.
 - b. If an employee has an associate’s degree in criminal justice and is enrolled in a bachelor’s program, but fails to complete the requirements for a bachelor’s degree in criminal justice prior to the elimination of this benefit, they shall continue to receive the level commensurate with the associate’s degree.
4. The City shall grant the grievances in 23-197 and 23-198 and provide those employees with the education incentive retroactively and the union will withdraw those grievances with prejudice.

In witness hereof, the City of Boston and the MPPA have caused this Side Letter of Agreement to be signed, executed and delivered on the 26th day of February, 2008.

THE CITY OF BOSTON:

THE MPPA (NAGE/IBPO):